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Admitted to Practice in
Missouri and Illinois

August 25, 2023

**Via Certified Mail, Return Receipt Requested
and First Class U.S. Mail, and Email**

Drs. Whitney Ross and Ian Ross
c/o: William R. Wurm, Esq., Amundsen Davis
120 South Central Avenue, Suite 700
St. Louis, Missouri 63105

RE: ***VERIFICATION OF DEBT***
Case No. 2322-CC00955

Dear Mr. Wurm:

As you know, this firm and the undersigned represent Rachel Siegert ("***Ms. Siegert***") in connection with the lawsuit pending in the Circuit Court of St. Louis City, State of Missouri bearing case number 2322-CC00955 (the "***Litigation***"). On July 17, 2023, Ms. Siegert filed a Third-Party Petition naming Whitney Ross, individually, and Ian Ross, individually (collectively, the "***Rosses***") as Third-Party Defendants in the Litigation. As referenced in our firm's July 17, 2023 letter, Ms. Siegert is owed certain amounts under her cause of action for declaratory judgment, including her attorneys' fees and costs incurred in the Litigation pursuant to that certain March 5, 2020 Residential Sale Contract (the "***Contract***").

We are in receipt of your email dated August 21, 2023, disputing the validity of the debt. The email indicates, generally, that the Rosses dispute the validity of the debt described in the July 17, 2023 Letter, but does not specifically indicate the basis for the Rosses' assertion that the debt is invalid. This letter shall constitute our response to the dispute of the validity of the debt and request for the name of the original creditor.

Enclosed please find the following documentation evidencing the validity of the debt:

- (1) A copy of the Contract; and
- (2) The Petition.

Paragraph 13 of the Contract states that "[i]n the event of litigation between the parties, the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's fees." The Petition raised certain claims relating to the Contract and transactions contemplated by the Contract, entitling Ms. Siegert to seek declaratory judgment. Please be advised that the amount set forth in the July 17, 2023 letter is subject to change and increase, as Ms. Siegert continues to incur attorneys' fees in connection with the Litigation.

Please be further advised, the original creditor is Ms. Siegert.


This letter shall not constitute an acknowledgement that the Rosses are entitled to request a verification of the debt pursuant to the Fair Debt Collection Practices Act.

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This letter shall also not constitute a waiver of any rights or remedies of Ms. Siegert under the Contract, under law, or in equity.

Sincerely,

JENKINS & KLING, P.C.

By: 
Liam R. Brannon

cc: Ms. Rachel Siegert (via email)

Enclosures